Williston Basin Interstate Pipeline Company

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Factory Mutual Insurance Company

CIVIL ACTION NO. 1:09-cv-034 (D.N.D.)

EXHIBIT 7

TO WILLISTON BASIN'S MOTION TO COMPEL FILED JULY 13, 2010



FM Global Policy Commentary

Client Service Team Discussion Points

November 25, 2009

The following information has been developed to help you in your discussions with clients and prospects, and is not intended for distribution outside of FM Global.

Key points to know about the Policy Commentary:

- After initiating the concept, claims, in collaboration with underwriting, legal and marketing, developed the Policy Commentary.
- Pairs FMGA policy wordings/definitions with explanations of those wordings/definitions, supported by loss examples where appropriate. It includes the entire FMGA policy within its pages.
- Is intended to familiarize people with the general nature of the type of coverage provided by the FMGA. Is not a part of the policy, and does not alter the language of the policy nor change its coverage in any way.
- References only the standard policy language. Is not meant to be tailored to accommodate manuscript wording that may appear in an individual client's policy.
- Is meant to be shared with our clients and insurance partners.
- Will be available for our external audiences to download via *My*Risk early Q1 next year. Can also be delivered directly to the client or insurance partner via e-mail (PDF version only due to file size), print copy or flash drive.
- Has no restrictions as to public availability—we expect that the Policy Commentary will make it into the hands of the public at large in due course. However, we will not be making it available on our public Web site.
- Is available as a fully searchable, printable PDF format. The searchable format provides the following user benefits:
 - Embedded hyperlinks within the document for key terms defined by the policy. The user can select any term that has a hyperlink and be brought directly to the clause or definition for that term. For example selecting the word "Terrorism" will bring the user directly to the definition of Terrorism according to the FMGA.
 - A Definitions section that allows the user to search alphabetically for a particular term from among those defined by the policy. For example, a user can select "Flood" and see the definition of Flood within the FMGA.
 - The ability to be brought directly to any instance of a defined term, to see its use within that section of the policy. A user who has viewed the definition for "Occurrence" can then see all the places in the policy where the term "Occurrence" appears.

• Is not yet available in translated versions. This is under consideration, however, contingent on the level of response we receive from our clients, the need expressed for the translation, and the availability of resources to do so.

Key messages to promote the value of the Policy Commentary:

- Is unique in the marketplace. While other carriers produce such documents as educational tools for their employees, they do not make these resources available externally. FM Global has distinguished itself by making a tangible commitment to policy transparency and business collaboration with our clients, brokers and insurance partners.
- Provides an ease of use in navigating a property insurance policy that is unmatched in the industry. Our searchable PDF provides quick access to the most important definitions and clauses. Even an experienced policy reader will appreciate the time and effort they will save in pinpointing the exact policy information they need.
- Differentiates FM Global as a leader in contract certainty. Our ability to communicate coverage intent to our clients means greater assurance for them that they have the protection they need and intended to purchase.
- Differentiates FM Global as a collaborative business partner. The level of transparency the Policy Commentary provides helps facilitate more productive program discussions, ensuring that client, account rep, broker and other carriers have the same understanding of coverage intent.

Tools and materials to help promote the Policy Commentary and the FM Global Advantage policy:

- Brief video "Contract Certainty through Policy Commentary" featuring Gerry Alonso discussing the unique benefits that the Policy Commentary provides
- Slides promoting our ability to deliver Contract Certainty, of which the Policy Commentary is an integral part.

Policy Commentary Q&A:

Q1: Why did we create the Policy Commentary? Aren't we giving away too much information?

A: Our commitment to contract certainty and clarity of intent with our policy wording was the impetus for the creation of the Policy Commentary. By having a common point of reference between FM Global, the client, the broker and other insurance partners, we help to facilitate mutual understanding, avoid potential misinterpretation, and further strengthen our relationships.

Q2: Are we planning to put the Policy Commentary on fmglobal.com?

A: At this time, we do not have plans to make the Policy Commentary available on our public Web site. We prefer to make this a value-added tool exclusive to our clients, brokers and insurance partners, at least initially. We may revisit this idea in the future.

Q3: Will brokers have access to the Policy Commentary?

A: Absolutely. We are planning a communication to the key forms individuals at the three major brokerage firms when we release the Policy Commentary to clients. At that time, brokers who have access to *My*Risk will be able to download the PDF directly. For those who do not have access you can email the PDF to any brokers requesting it.

Q4: Did we seek input from brokers on the wording of the Policy Commentary?

A: No. The FMGA is our form and was written to state our intent of coverage. Therefore, creating and achieving consensus on the examples and wording within the Policy Commentary was restricted to key individuals within FM Global across claims, underwriting, legal and marketing. While we do expect occasional questions or disagreements from outside sources, these are no more or less anticipated than those we receive today.

Q5: Can I share the Policy Commentary with a Prospect?

A: Yes

Q7: Can I "cut and paste" the language in the Policy Commentary into another document?

A: Yes, the PDF of the Policy Commentary is set up to allow for extraction of relevant sections.

Q7: Should I be including a copy of the Policy Commentary with all of my renewals?

A: There is no requirement and no expectation that the Policy Commentary be included in renewal proposals. The intended use of the Policy Commentary is as a reference document.

Q8: Who should I ask if I have questions?

A: Your first stop should be your chief underwriting technical specialist or your senior general adjuster. Additional resources are Gary Love in staff underwriting and Burton Wright in staff claims.

These commentaries are intended to familiarize people with the general nature of the type of coverage provided by Factory Mutual Insurance Company's insurance policy. They are not a part of the policy. They do not alter the language of the policy or change its coverage in any way. Every loss will be considered in the context of its particular facts and the specific policy language that applies. The policy should be interpreted based on its own language in context. If there is any actual or perceived disagreement between the language of the commentaries and the language of the policy, the language of the policy will be controlling.

FM Global Advantage Policy

Commentary



MUTUAL CORPORATION NON-ASSESSABLE

DECLARATIONS

Policy No. Previous Policy No. DATE OF ISSUE

<number> <number> <date>

Account No. Replaces Binder No.

<number> <number>

In consideration of this Policy's Provisions, Conditions, Stipulations, Exclusions and Limits of Liability, and of premium charged, *FM Global entity licensed to issue the Policy>*, hereafter referred to as the Company, does insure:

INSURED: <*Insured's Name*>

(for Complete Title see Section A)

The term of this Policy is from the < > day of < month and year > to the < > day of < month and year > at 12:01 a.m., Standard Time, at the Locations of property involved as provided in this Policy.

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as described in this Policy.

The "ALL RISKS" nature of the FM Global Advantage Policy is described in this provision. The Property Damage "Chain Rule" that follows is used to evaluate coverage, and if all the preceding links are present, and all other policy terms and conditions are met, the Policy covers the defined loss.

In case of:

1. a discrete event of physical loss or damage

the Policy definition of Occurrence references loss or damage of the type insured arising out of or caused by one discrete event of physical loss or damage.

2. to insured property

insured property is as described in the Policy.

3. from a risk of loss

a risk of loss is something that happens by chance, that is fortuitous, and that is an uncertainty rather than a certainty. As an example, rain damaging property left in the open which is susceptible to water damage does not represent a risk of loss. Rain damaging the same property located in a building whose roof has been blown off by wind does represent a fortuitous loss.

with no exclusion applying

there must be no Policy exclusions applying.

Then the Policy covers:

5. the defined loss.

By virtue of this Policy and any other policies purchased from the Company being in force, the Insured becomes a member of the Company, subject to the provisions of its charter and by-laws, and is entitled to one vote either in person or by proxy at any and all meetings of said Company.

The Company policyholders acquire automatically the status of members due to the mutuality of the Company. However, the non-assessable qualification given to the Policy means that policyholders cannot be required to contribute in the event the Company becomes unable to pay its losses. This wording does not appear on Declaration Pages for policies issued by FMIC subsidiaries.

Assignment of this Policy will not be valid	l except with the w	vritten consent c	of the Company.
This Policy is made and accepted subject to made a part of this Policy, together with surpolicy.			
In Witness, this Company has issued this $this < this > this this > this$	Policy at its office	in the city of <	city, state, country>.
	John de	oner	/88 sub-manin
Authorized Signature	Secretary		President
Countersigned (if required) this < > day	√ of < >		Δ.
			Age

DECLARATIONS - SECTION A

1. NAMED INSURED AND MAILING ADDRESS

<Insured's full name> and any subsidiary, and <Insured's lead name> interest in any partnership or joint venture in which <Insured's lead name> has management control or ownership as now constituted or hereafter is acquired, as the respective interest of each may appear; all hereafter referred to as the "Insured", including legal representatives.

<Corporate Address>
<City, State, Country>

This clause names the party(ies) that are entitled to the benefits of this Policy. In addition to the party(ies) referred to as "Insured's full name" the Policy also insures that party(ies)'s subsidiaries and their interest in joint ventures and partnerships provided that the party(ies) either have management control or an ownership interest in the joint venture or partnership. The Policy only extends to the party(ies)'s interest in such arrangements and not to the interest of any other parties unless the joint venture or partnership is specifically named. Third party additional interests are not listed in this section. Their interests are indicated by a Certificate of Insurance.

2. POLICY DATES

FROM: <Inception Date>
TO: <Expiration Date>
TERM: <Policy Period in Days>

This clause delineates when coverage starts and ends. In order for coverage to apply, an event of physical loss or damage must begin while coverage is in effect. The exact time coverage starts is stated in the <u>Declarations</u> page, and is based on local time where the insured property is located.

3. TERRITORY

This Policy covers Insured <u>Locations</u> worldwide except for loss or damage in the following countries: < *list of countries* >.

In order for coverage to apply the event of insured physical loss or damage must happen within the described Territory. In addition to losses at Insured Locations, the Territory also controls the application of other coverage such as <u>CONTINGENT TIME ELEMENT EXTENDED</u> and those other coverages that are not based on Insured Locations. The list varies by policy and insured.

4. INSURED LOCATION

A. The coverages under this Policy apply to an Insured Location unless otherwise provided.

FM Global is a location-based underwriter and this Policy is a "location-based form." It uses the term Insured Location to define and describe where and how coverage applies.

Insured Location is a location:

- 1) listed on a Schedule of Locations attached to this Policy.
- 2) covered as a <u>Miscellaneous Unnamed Location</u>.
- 3) covered under the terms and conditions of the Automatic Coverage or Errors and Omissions provisions.

There are a number of ways to list the Insured Locations under the Policy. They can be listed here on the Policy if the list is short. They can be attached as an appendix to the Policy (like in the above example) or they can be listed on a Schedule kept on file with the Company.

In addition, Insured Locations also include those which are not listed but which meet the definition of a Miscellaneous Unnamed Location (MUL), or are covered under <u>AUTOMATIC COVERAGE</u> or <u>ERRORS AND OMISSIONS</u> Additional Coverages.

Personal Property not at an Insured Location may also be covered under the terms of <u>ACCOUNTS RECEIVABLE</u>, <u>DATA</u>, <u>PROGRAMS AND SOFTWARE</u>, <u>DEFERRED PAYMENTS</u>, <u>FINE ARTS</u>, <u>MISCELLANEOUS PERSONAL PROPERTY</u>, <u>OFF PREMISES STORAGE FOR PROPERTY UNDER CONSTRUCTION</u>, <u>TEMPORARY REMOVAL OF PROPERTY</u>, TRANSPORTATION and VALUABLE PAPERS AND RECORDS.

- B. References and Application. The following term(s) wherever used in this Policy means:
 - 1) Miscellaneous Unnamed Location: A Location owned, leased or rented by the Insured, but not specified in the Schedule of Locations.
 - 2) Location:
 - a) as specified in the Schedule of Locations, or
 - b) if not so specified in the Schedule of Locations: a Location is a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each not less than <fifty feet or 15 metres> wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of this References and Application.

This provision defines terms as used in this Policy.

A Miscellaneous Unnamed Location is an Insured Location as described in B 2). It must be either owned, leased or rented by the Insured but not be listed on the Schedule of Locations. If the Location is not owned, leased or rented by the Insured, it is not an Insured Location.

A Location is either specified in the Schedule of Locations or meets the definition shown above.

The concept of Location means that it has to be a finite place and has boundaries that delineate the place and separate it from other places nearby. A group of buildings surrounded by streets more than 50 feet (15 metres for policies using metric units) wide on all sides is an example of a Location. Property located in an automobile on a highway is not at a Location. Nor would personal property such as an oil derrick sitting in the middle of a field or desert miles away from anything be at a Location.

Locations are also used when specifying certain per Location coverage terms and conditions, such as limits and deductibles.

5. CURRENCY

All amounts, including deductibles, premiums and limits of liability, indicated in this Policy shall be in the currency represented by the three letter currency designation shown. This three letter currency designator is defined in Table A.1-Currency and funds code list, International Standards Organization (ISO) 4217, edition effective at inception of this Policy.

The Policy may cover locations in many countries. In order to avoid confusion, the currency for all amounts must be specified. The currency is indicated by a three-letter code. That code is defined in a table as shown in the described public document. For example, USD means US Dollar, CAD means Canadian Dollar and EUR means Euro in that document.

6. OCCURRENCE

The following term wherever used in this Policy means:

A. Occurrence:

The sum total of all loss or damage of the type insured, including any insured TIME ELEMENT loss, arising out of or caused by one discrete event of physical loss or damage, except as respects the following:

Unless otherwise stated, the Company applies Limits of Liability and Deductibles on an Occurrence basis. The definition given above is used to determine the application of the Occurrence.

Defining an occurrence based on a "discrete event" emphasizes the requirement of physical loss or damage and the concept of an identifiable event fixed in time and place. The definition focuses on the insured physical loss or damage arising out of or caused by a discrete event. This approach is consistent with the Company's past adjustment practices and the content of its policyholder workshops.

It is the Company's view that cumulative, progressive loss or loss due to repeated exposures to the same general conditions, such as long-term water intrusion into an Insured's building, constitutes multiple Occurrences, and a deductible and limit would typically apply to each Occurrence. However, an Occurrence that starts prior to the inception of the Policy is not covered even if some of the damage may happen after the inception of the Policy.

Example - Multiple Locations and one Occurrence

- A single forest fire that covers over 100 square miles damages two locations that are 10 miles apart. One location is burned on July 7 and the other on July 10
- This is one Occurrence.

Example - Two Occurrences

- A fire caused by a hydraulic oil leak damages the Insured's injection press and the building; in addition, a number of automatic sprinklers operate. The press and building repairs, including the restoration of the automatic sprinklers, are completed in 45 days.
- During start-up of the plant utilities on day 46, the main air compressor, located in the utilities building and required for all plant production, suffers a mechanical breakdown. Investigation reveals the compressor crank shaft broke in two.
- These are two Occurrences.
 - 1) <u>Terrorism</u>: Occurrence shall mean the sum total of all loss or damage of the type insured, including any insured TIME ELEMENT loss, arising out of or caused by all acts of Terrorism during a continuous period of seventy-two (72) hours.
 - 2) <u>Earth Movement</u>: Occurrence shall mean the sum total of all loss or damage of the type insured, including any insured TIME ELEMENT loss, arising out of or caused by all Earth Movement(s) during a continuous period of seventy-two (72) hours.

These are the Occurrence definitions for Terrorism and Earth Movement.

As regards Terrorism and Earth Movement, as long as the Occurrence starts before the expiration of the Policy, all damage that happens during the 72-hour time period is considered part of the same Occurrence even if the Occurrence extends beyond the expiration of the Policy.

An Earth Movement or Terrorism Occurrence that starts prior to the inception of the Policy is not covered even if some of the damage may happen during the subsequent 72-hour period and after the inception of the Policy.

7. LIMITS OF LIABILITY

The Company's maximum limit of liability in an <u>Occurrence</u> regardless of the number of <u>Locations</u> or coverages involved, including any insured TIME ELEMENT loss, will not exceed the Policy limit of liability of *<monetary amount>* subject to the following provisions:

The Policy is written with a specific Policy limit that applies on a per Occurrence basis.

The Policy limit of liability applies to all loss or damage that results from the Occurrence no matter how many locations are damaged or how many coverages may be involved in the Occurrence and whether or not the losses are for Property Damage or Time Element.

Except for losses paid subject to an Aggregate During Any Policy Year Limit of Liability, losses paid under the Policy do not reduce the Policy's Limit(s) of Liability available for future losses.

The Policy limit is subject to further limits of liability as described below.

A. limits of liability stated below or elsewhere in this Policy are part of, and not in addition to, the Policy limit of liability.

There are lesser limits that may apply to a loss. Those limits are specifically stated and they are not additive to the maximum limit of liability but are part of that Policy limit of liability.

This principle also applies to Limits of Liability for various events, such as Flood and Earth Movement.

As an example, if the Policy has a USD100,000,000 EARTH MOVEMENT (EM) limit of liability and a USD10,000,000 VALUABLE PAPERS AND RECORDS (VP&R) limit of liability, an EM loss would be subject to a USD100,000,000 limit of liability, not the sum of the two figures (EM and VP&R, or USD110,000,000), but not to exceed the USD10,000,000 limit of liability of VP&R.

- B. limits of liability in an <u>Occurrence</u> apply to the total loss or damage at all <u>Locations</u> and for all coverages involved, including any insured TIME ELEMENT loss, subject to the following provisions:
 - 1) when a limit of liability applies in the <u>Aggregate During Any Policy Year</u>, the Company's maximum amount payable will not exceed such limit of liability during any policy year regardless of the number of Locations, coverages or Occurrences involved.

An aggregate limit, when stated, is the maximum amount to be paid during a Policy year. Losses subject to this type of limit of liability reduce the amount available for future losses of the same type during the Policy year. An aggregate limit typically applies only to specific coverages, such as <u>LAND AND WATER CONTAMINANT CLEANUP REMOVAL AND DISPOSAL</u> and <u>EARTH MOVEMENT</u>.

2) when a limit of liability applies to a Location or other specified property, such limit of liability will be the maximum amount payable for all loss or damage at all Locations arising from physical loss or damage at such Location or to such other specified property.

When a limit is specifically shown for a Location, the limit applicable to the Location is the maximum amount payable for the sum of losses at all interdependent Locations.

Example - Location Sublimit

The Insured has a factory located in a flood zone and subject to a EUR5,000,000 limit of liability for FLOOD. The factory sends its production to other interdependent locations for further processing and sale. A shutdown of the Flood-exposed factory would result in the shutdown of the other locations and a substantial Time Element loss.

A Flood damages only the Flood-exposed factory. That facility incurs EUR3,000,000 for repairs.

In addition, it loses production for five weeks while repairs are made. The Time Element loss is EUR5,000,000, which consists of EUR1,000,000 for the fixed costs and profit earned at the Flood-damaged location, EUR3,500,000 for the fixed costs and profit earned at the interdependent locations, and another EUR500,000 in expenses incurred at those interdependent locations in order to prevent Time Element loss that would be otherwise payable.

The total loss in this case is EUR8.000.000.

The Policy will pay no more than the EUR5,000,000 FLOOD limit of liability that applies to the Flood-damaged location even though the interdependent locations incurred some of the Time Element loss and spent money in order to reduce the loss payable. Any other limits of liability at the interdependent locations, whether higher or lower, do not apply.

C. Should an Occurrence result in liability payable under more than one policy issued to the Named Insured by the Company, or its Representative Companies, the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this Policy regardless of the number of Locations, coverages or perils involved.

References and Application. The following term(s) means:

Representative Company(ies):

<FM Insurance Company Limited or Factory Mutual Insurance Company depending on the company issuing the Master Policy>; Affiliated FM Insurance Company; Appalachian Insurance Company or any other company issuing an Underlyer policy at the direction of the Company.

This provision is used on policies designated as Global Master policies. It makes it clear that the Limits of Liability for the Global Master Policy and those for underlyer policies issued by the Company or its WorldReach Partners are not additive. The limit of liability shown on the Global Master is the maximum Limit of Liability.

The last provision defines terms as used in this Policy.

Limits of Liability				
	Limits of Liability expressed in monetary amount re listed under this heading and vary by Policy(ies)			
Time Limits				
In addition to the time limits shown elsewhere in this Policy, the following apply:				
Time Limits and any associated Limit of Liability expressed in monetary amount are listed under this heading and vary by Policy(ies)				

There are additional time limits shown elsewhere, including water behind dams, in the Period of Liability; and <u>CIVIL AUTHORITY</u> and <u>PROTECTION AND PRESERVATION OF PROPERTY – TIME ELEMENT</u>.

8. PREMIUM

This Policy is issued in consideration of an initial premium. If the term of this Policy is longer than one year, for each subsequent year of coverage, premium will be due at the anniversary and will be subject to rules and rates in effect at that time.

The use of the word "consideration" satisfies a legal requirement, which makes the Policy an enforceable legal contract. The concept of "initial premium" allows for premium adjustments during the Policy term.

9. PREMIUM PAYABLE

< Name of party paying the premium> pays the premium under this Policy, and any return of the paid premium accruing under this Policy will be paid to the account of < Name of party paying the premium>.

When a party other than the Insured pays the premium, a statement noting who pays the premium and to whom return premium will be directed is required.

10. VALUE REPORTING PROVISIONS

The Insured will provide the Company 100% values by location.

The Insured is required to report full and accurate values to the Company. This requirement applies also to locations that are part of joint ventures and partnerships where the Insured has management control or an ownership interest in the joint venture or partnership.

These statement(s) of values are due on the date(s) shown below.		
Values as Of	<u>Due Date</u>	Type of Values
<date></date>	<date></date>	Property values in accordance with the VALUATION clause of the LOSS ADJUSTMENT AND SETTLEMENT section.
<date></date>	<date></date>	In addition, Stock and Supplies on the average and maximum values based on the previous 12 month period.
<date></date>	<date></date>	Time Element values anticipated for the 12 months following the "Value as Of" date, and the actual Time Element values for the previous 12 month period.

This clause requires that the most recent and accurate values are to be reported to the Company by an agreed upon date. Ideally, this should be 90 days prior to the Policy inception or renewal date. The reported property values are to be based on the appropriate <u>VALUATION</u> provision. The Time Element values are to be reported on the basis of the actual amounts for the previous 12-month period and the anticipated amounts for the next 12 months.

11. WAITING PERIOD

For the purposes of applying COMPUTER SYSTEMS-NON PHYSICAL DAMAGE Coverage, the Waiting Period is 48 hours.

For the purposes of applying DATA, PROGRAMS OR SOFTWARE Coverage when the loss or damage is caused by the malicious introduction of a machine code or instruction, the Waiting Period is 48 hours.

For the purposes of applying LOGISTICS EXTRA COST Coverage, the Waiting Period is 48 hours except 168 hours applies for <u>Earth Movement</u> and/or <u>Flood</u> and/or <u>Wind</u>.

For the purposes of applying SERVICE INTERRUPTION Coverage, the Waiting Period is <*n-hours - varies by Policy*>.

The Company requires Waiting Period qualifiers for specific coverages. There is language within the coverage that explains how the Waiting Period is applied.

The Waiting Period is not a deductible. It is a qualifier that provides that a period of time must be exceeded before coverage applies. Once that time period is exceeded, the recoverable loss is measured beginning at the time of damage or interruption. The appropriate deductible is then applied to the measured amount.

12. DEDUCTIBLES

In each case of loss covered by this Policy, the Company will be liable only if the Insured sustains a loss, including any insured TIME ELEMENT loss, in a single <u>Occurrence</u> greater than the applicable deductible specified below, and only for its share of that greater amount.

Each loss under the Policy is subject to a deductible and the Company will only be liable for its share of the measured loss that is greater than the deductible.

A. When this Policy insures more than one <u>Location</u>, the deductible will apply against the total loss covered by this Policy in an Occurrence except that a deductible that applies on a per Location basis, if specified, will apply separately to each Location where the physical damage occurred regardless of the number of Locations involved in the Occurrence.

Unless otherwise stated, deductibles apply on an Occurrence basis regardless of the number of Locations damaged in the Occurrence. Location deductibles are often used for certain natural catastrophe exposures, such as earthquake, Wind and Flood. Regardless of the number of locations damaged in an Occurrence, when deductibles are applied on a per Location basis, the loss at each Location that is damaged is measured and then the Location deductible is applied.

Example - Occurrence Deductible applying to multiple locations of damage

An Insured has three locations in Australia. The Policy has a Policy deductible of AUD250,000 combined all coverages per Occurrence. A severe weather front results in wind and hail damage at each of the locations as follows.